



JUDGE DAVID BRIONES

M V R E A L T Y PBC, LLC

EP22CV0391

☎ Call or Text Us Now (tel:+1-561-359-1838)

☎ Call or Text Us Now (tel:+1-561-359-1838)

☎ Department Directory (<https://www.mvrealtypbc.com/>)

FAQs

# Homeowners Receive Cash with the Homeowner Benefit Program!

- ✓ No Obligation to Sell Your Home
- ✓ Not a loan
- ✓ Absolutely No Credit Check
- ✓ No Need to Make Payments
- ✓ No Regrets 3-Day Right to Rescind
- ✓ A 40 Year Agreement - long term relationship

## Disclosure:

When you sign the Homeowner Benefit Agreement, a memorandum will be filed in the county where the property is located. The purpose of the memorandum is to serve public notice of the homeowner's obligations under the HBP agreement.\*

In the event you sell your home without an agent or with another brokerage, you will owe a termination fee equal to the amount of commission.\*\*

# MV Realty's Homeowner Benefit Program® offers between \$300-\$5000 cash without taking out a loan.

📞 Department Directory (<https://homesatmv.com/contact>)

## FAQs

***\*Some jurisdictions will file a different document***

***\*\*Sale of the property can include events that cause a change in the ownership or title of the property.***

## Get Between \$300-\$5,000

Find out how much you qualify for today

Full Name

Your Email

Phone Number

Enter your address

Get my Free Quote

By submitting this form, I agree to the terms and conditions ([./terms.php](/terms.php)) and Privacy Policy ([./policy.php](/policy.php)).

☐ Yes I want to receive special offers and understand that by checking this box I agree to receive calls, emails and SMS messages from MV Realty PBC, LLC including via

# Frequently Asked Questions

## Got Questions? We Have the Answers!

### **How does the Homeowner Benefit Program ® (HBP) work?**

If you're a homeowner, we can offer you a cash incentive of up to \$5,000 – a percentage of the estimated value of your home – in exchange for a 40-year agreement to use MV Realty as your listing agent – if and when you decide to sell your home. Because the payment is not a loan, no credit check is required. Homeowners can obtain the money immediately and keep it whether or not the home is sold during the period of time that the agreement is in effect.

### **Why is the term of the agreement so long?**

### **Do you file a lien on my house?**

### **What if I want to refinance my home?**

### **Do I have to sell my home if I sign up for the HBP?**

### **How much money can I get if I sign up for the HBP?**

### **There must be a catch. What's in it for you?**

### **How do I sign up for the HBP?**

### **I want to sell my house. What do I do next?**

^



Erik Salaiz &lt;salaiz.ep@gmail.com&gt;

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**MV Realty HOME ONERS BENEFIT PROGRAM**2 messages

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**Mariela Miller** <marielamiller@homesatmv.com>  
To: "salaiz.ep@gmail.com" <salaiz.ep@gmail.com>

Mon, Jul 25, 2022 at 5:52 PM

Here are some main points about the program and the attached blank agreement

**MV Realty's Homeowner Benefit Program, provides homeowners with a cash payment in exchange for the homeowner's agreeing that, if the homeowner ever elects to sell his or her home during the term of the agreement, then the homeowner must enter into a separate listing agreement with MV Realty for the sale of that home.**

**2. The Homeowner Benefit Agreement provides that, in the event Homeowners ever decides to sell their home, MV will receive a standard 6% commission that includes any cooperating broker 3% commission as well. These rates are the ones prevailing in the industry. In case there is not Cooperating Broker. MV Realty will receive 6%. The minimum commission that MV is entitled to receive is 6% of the Sale Price of the house or 3% of the Value of the Home at the time of the Benefit Agreement whatever is greater.**

**3. The homeowner is never required to pay back the compensation received when entering into the Homeowner Benefit agreement. In other words, even if the homeowner decides to never sell her home, the homeowner gets to keep the entire amounts paid.**

**4. All MV agents are licensed in the state where they operate, and MV uses the standard Realtors Association form for the listing agreement if the homeowner ever decides to sell the home. Significantly, the Homeowner Benefit agreement has been fully disclosed to Texas regulators.**

**5. MV Realty HBA contracts are not listing agreements, as stated before. MV uses the Homeowner Benefit Program as a way of establishing new customer relationships.**

Exhibit B

**6. MV Realty and its agents have a 4.9 out of 5.0 average approval rating on Zillow.**

**7. As stated before, Homeowners who contract with MV have no obligation to sell their home at any time. Only in the event they (in their sole discretion) decide to sell their home, do they work with licensed, experienced, highly rated and reputable real estate agents**

**8. The HBA program is a win/win. If the homeowner ever decides to sell her home, and MV Realty is unable to do so, the homeowner can then use any other broker she chooses to sell the home and still owe nothing to MV Realty.**

**9. The only time a 3% *termination* fee is owed to MV Realty is if the owner defaults by listing their Home with another Broker. The Loyalty program is for a period of 40 years. What that means is if you sign today you have 40 years for you or your heirs to decide to sell the house. The contract expires after that.**

**Go ahead and read the Agreement. I am happy to answer any questions you might have.**

**Mariela Miller**

**Real Estate Agent**



**MV Realty of Texas, LLC**

Office: (561) 513-5200 | Mobile: (713) 677-1476  
Email: [marielamiller@homesatmv.com](mailto:marielamiller@homesatmv.com)

Direct All Mail Correspondence to:  
219 Dixie Blvd, Delray Beach, Florida, 33444

Website | Brokerage Teams



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**Exhibit B**

**MVR HOMEOWNER BENEFIT AGREEMENT**

THIS MVR HOMEOWNER BENEFIT AGREEMENT ("Agreement") is made and entered into as of the effective date referenced below (the "Effective Date"), by and between MV REALTY OF TEXAS, LLC, a Texas limited liability company (the "Company"), having its principal place of business at 219 Dixie Blvd, Delray Beach, FL, 33444, and \_\_\_\_\_ having an address of \_\_\_\_\_ (the "Property Owner").

**This Agreement contains an Arbitration Provision in Sections 7 and 8 below. In arbitration, a neutral third party (the "arbitrator") resolves disputes between the Parties rather than a judge or jury. Discovery is more limited than in court, there are no class or representative proceedings, and court review of an arbitration decision is limited.**

**RECITALS**

- A. Property Owner owns 100% of that certain property located at \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, with the following legal description:

\_\_\_\_\_

\_\_\_\_\_

(the "Property").

- B. Property Owner desires to enter into an agreement (the "Listing Agreement") to engage the Company or its designee to act as listing agent should Property Owner decide to market the Property for sale, all in accordance with the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual promises contained herein and the payment of the Promotion Fee (as defined below) to Property Owner, the Company and Property Owner hereby agree as follows:

1. **Exclusive Right to List**

- a. In exchange for Company's payment of \_\_\_\_\_ and No/100 Dollars (\$ \_\_\_\_\_) (the "Promotion Fee") to Property Owner, Property Owner hereby agrees to the terms of this Agreement and that Company, or Company's designee, shall have the exclusive right to act as listing agent for any sale of the Property on or after the Effective Date, except as expressly provided herein in Section 4. Without limiting the foregoing, except as expressly provided herein in Section 4, commencing on the Effective Date and throughout the Term (as hereinafter defined), Property Owner shall not engage, hire or otherwise employ any other real estate brokerage, licensed broker or salesperson to market the Property, and Property Owner will not list the Property as "for sale by owner" (collectively, the "Prohibited Engagements").
- b. No later than ten (10) business days prior to the date Property Owner wishes to market the Property for sale, it shall deliver written notice to the Company by mail and email to the addresses listed in Section 6 below, indicating its intent to sell the Property (the "Intent to List"). Within ten (10) business days after Company's receipt of the Intent to List, Company or its designee shall provide Property Owner with a listing agreement similar to the Listing Agreement incorporated by reference herein and attached as an electronic document hereto as Exhibit A which is accessible, reviewable, and downloadable online at this URL: <https://homesatmv.com/landing/exhibits/TX-ExhibitA.docx>. As specifically discussed and agreed to between Company and Property Owner, the Listing Agreement shall provide for the payment of a commission to the Company (plus applicable sales tax) as follows: In the event there is no other broker who, in addition to the Company, participates in the sale of the Property ("Cooperating Broker"), then Company shall receive an amount equal to \_\_\_\_\_ percent (\_\_\_\_%) of the total sales price for the Property or \$ \_\_\_\_\_, whichever is greater (the "Company's Commission"). In the event there is a Cooperating Broker involved in the transaction, then Company shall receive an amount equal to three percent (3%) of the total sales price for the Property or \$ \_\_\_\_\_, whichever is greater (the "Company's Commission"). Where there is a Cooperating Broker involved, Property Owner must determine at the time of listing, in his or her sole discretion, what amount of commission will be offered to the Cooperating Broker, which amount shall be paid by Property Owner ("Cooperator's Commission"). The total sum of the Company's Commission and the Cooperator's Commission, however, must equal at least \_\_\_\_\_% of the total sales price.
- c. The Listing Agreement shall indicate the purchase price for the Property desired by the Property Owner. Property Owner shall, within three (3) business days after receipt of the draft Listing Agreement, sign and return the Listing Agreement in accordance with the instructions included therewith.
- d. Subject to the provisions of this Agreement, Company or its designee shall act as Property Owner's listing agent should Property Owner decide to market the Property for sale during the term of this Agreement.

<sup>1</sup>This amount equates to 3% of \$ \_\_\_\_\_, the Property's current home value estimate.

5. Notice of Agreement.

- a. Property Owner's obligations hereunder shall constitute covenants running with the land, and until this Agreement is terminated pursuant to Section 5(c), shall bind future successors in interest to title to the Property. Should Property Owner default under this Agreement, any amounts owed by Property Owner to Company as a result of such default shall be secured by a security interest and lien in and against the Property as security for the amounts owed by Property Owner to Company.
- b. Company reserves the right to record a memorandum of this Agreement, in form and substance similar to the Memorandum of MVR Homeowner Benefit Agreement attached hereto as **Exhibit B** (the "**Memorandum**"), to provide constructive notice of Company's rights hereunder. Upon Company's request from time to time, Property Owner shall provide Company with a written certificate or recordable amendment to the Memorandum confirming the existence of this Agreement and that this Agreement remains in full force and effect.
- c. In the event Property Owner wishes to refinance an existing mortgage on the Property or grant a new mortgage on the Property, Company will consider in good faith any request from Property Owner to facilitate such refinancing or new mortgage by subordinating the lien of this Agreement to the refinanced or new mortgage. In the event that Property Owner sells the Property in compliance with this Agreement (whether through the efforts of Company or pursuant to Section 4), or in the event Property Owner ceases to own the Property due to foreclosure, condemnation or arms-length deed in lieu of foreclosure to an unrelated third party, Company will, upon written request, deliver to the closing agent for the sale of the Property or the purchaser of the Property a Notice of Termination of the Memorandum, in recordable form.

6. Notice. Any notice required or in connection with this Agreement shall be sent to Company and Property Owner to the following mailing and email addresses:

**COMPANY**

MV Realty OF TEXAS, LLC  
219 Dixie Blvd  
Delray Beach, FL 33444  
866-381-1294  
info@homesatmv.com

**PROPERTY OWNER**

Email Address: \_\_\_\_\_

\*MV Realty would like to send you an electronic copy of your agreement. Please provide your email address above or confirm that the email address listed above is correct. **Initials:** \_\_\_\_\_

**Agreed to by:**  
**PROPERTY OWNER(S):**

By : \_\_\_\_\_

Name : \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF TEXAS            )  
                                          ) ss:  
COUNTY OF \_\_\_\_\_ )

Before me, \_\_\_\_\_, on this day personally appeared \_\_\_\_\_,  
known to me (or proved to me on the oath of or through (description of identity card or other document) to be the person  
whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the  
purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires: \_\_\_\_\_

Print Name: \_\_\_\_\_

Commission #: \_\_\_\_\_

Notary Public

[NOTARIAL SEAL]

**COMPANY:**

MV REALTY OF TEXAS, LLC, a Texas limited liability company

By: \_\_\_\_\_

Name: Amanda J. Zachman, Officer

Date: \_\_\_\_\_

THE STATE OF TEXAS            )  
                                          ) SS:  
COUNTY OF \_\_\_\_\_ )

Before me, \_\_\_\_\_, on this day personally appeared \_\_\_\_\_, known to  
me (or proved to me on the oath of or through (description of identity card or other document) to be the person whose name is  
subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration  
therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires: \_\_\_\_\_

Print Name: \_\_\_\_\_

Commission #: \_\_\_\_\_

Notary Public

[NOTARIAL SEAL]



After Recordation Return to:  
Amanda J. Zachman  
MV REALTY OF TEXAS, LLC  
219 Dixie Blvd  
Delray Beach, FL, 33444  
Parcel ID No. \_\_\_\_\_

**MEMORANDUM OF MVR HOMEOWNER BENEFIT AGREEMENT**

THIS MEMORANDUM OF MVR HOMEOWNER BENEFIT AGREEMENT (this "Memorandum"), dated as of \_\_\_\_\_ (the "Effective Date"), is by and between \_\_\_\_\_, herein called "Property Owner", whose address is \_\_\_\_\_, and MV REALTY of TEXAS LLC, a Texas limited liability company, and/or its assigns or designees, herein called "Company", whose address is 219 Dixie Blvd, Delray Beach, FL 33444.

**W I T N E S S E T H:**

1. That by that certain MVR Homeowner Benefit Agreement, dated as of Effective Date (the "Agreement") by and between Company and Property Owner, Property Owner has agreed to grant Company the exclusive right to act as listing agent for any sale of the Property Owner's property should the Property Owner decide to sell such property during the term of the Agreement, which property is legally described as follows (the "**Property**"): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

2. The Agreement restricts transfers of the Property and creates a lien and security interest in the Property to secure the obligations of Property Owner to Company thereunder in the amount of the Early Termination Fee (as such term is defined in the Agreement).
3. The term of the Agreement began on the Effective Date (the "Commencement Date") and expires on the earlier of: (i) the date the Property is sold in accordance with the Agreement, and (ii) the date that is forty (40) years after the Commencement Date (the "Term"), unless otherwise terminated in accordance with its terms.
4. This instrument does not alter, amend, modify or change the Agreement in any respect. It is executed by the parties solely for the purpose of recordation in the Land Records of \_\_\_\_\_ City/County, Texas, and it is the intent of the parties that it shall be so recorded and shall give notice of, and confirm the, Agreement and all of its terms to the same extent as if all the provisions of the Agreement were fully set forth herein, including, without limitation, that **the obligations of Property Owner under the Agreement constitute covenants running with the land and shall bind future successors-in-interest to title to the Property**. All capitalized terms used in this Memorandum which are not defined herein shall have the meanings ascribed to them in the Agreement.
5. There may be amounts due and owing to Company, and prior to any deed transfer or conveyance, confirmation from Company on amounts due must be obtained by the title company or third party closing agent.



6:07 P

   74%  MV REALTY

5:46 PM, Jul 25

Eric you qualify for a \$ 365 Check without selling your house or having to pay it back. MV Realty pays Cash to Home Owners as an incentive to list their house with us whenever they sell their house in the future. However you are under no obligation to sell your house ever. If you don't sell your house the funds are your to keep. We are a 5 star rated Real' Estate Co. you can find us in Zillow at [www.Zillow.com/profile/MVRealty](http://www.Zillow.com/profile/MVRealty) Mariela Miller, Realtor please give me call to discuss at [713-677-1476](tel:713-677-1476)



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 **TEXAS Homeowners benefit Program HBA (Blank).pdf**  
393K

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**Erik Salaiz** <salaiz.ep@gmail.com>  
To: Mariela Miller <marielamiller@homesatmv.com>

Tue, Jul 26, 2022 at 10:24 AM

Hello good morning,  
Thank you for the offer but I'm no longer interested at this time. Please stop calling. Thank you.

Regards,  
Erik Salaiz

[Quoted text hidden]



Erik Salaiz &lt;salaiz.ep@gmail.com&gt;

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**MV Homeowner Benefit Program**

1 message

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**Kyleigh Hearn** <kyleighhearn@homesatmv.com>  
To: "salaiz.ep@gmail.com" <salaiz.ep@gmail.com>

Thu, Jul 28, 2022 at 2:15 PM

Hi Erik!

Kyleigh here with MV Realty- I've attached the blank agreement and additional program details to this email as promised. You do not have to print or sign anything, the attached agreement is solely for your reference.

Just to briefly review our earlier discussion- there is zero obligation to sell, ever. The funds are yours regardless of your decision to sell or not in the future. Also, because it is not a loan, there is NO repayment. In accepting the payment, you simply agree to give us the first right to sell for you at MV Realty instead of someone else if that day ever came. Rather than marketing traditionally with billboards, mailers, and Zillow ads, we have chosen to invest our budget **directly** to our clients- and it has been such a win-win!

Now to the fun part- According to the address you confirmed, **319 Valley Fair Way El Paso, TX 79907**, we can give you **\$375 cash** today as a thank you! Again, it is yours to keep and there's no repayment, all we ask is the opportunity to represent you in the future if that day comes. If it never comes, you owe us nothing, as there is zero obligation to sell.

The next steps will be: confirming the owners of the home are correctly listed ---> schedule notary for document signing (notary is paid by us and will come to you) ---> receive your funds!

Thanks again for speaking with me, I am looking forward to working together.

**More about MV:**

*Video with a summary:* [https://youtu.be/MzA2bCpK\\_aA](https://youtu.be/MzA2bCpK_aA)*Homeowner Benefit Program website:* <https://homeownerbenefit.com>

*MV Realty's home page/current listings:* [homesatmv.com](https://homesatmv.com)

*5 star Zillow reviews:* <https://www.zillow.com/profile/MVRealty/>

**Kyleigh Hearn****Real Estate Agent****MV REALTY****MV Realty of Texas, LLC**

Office: (561) 513-5200 | Mobile: (832) 497-3694  
Email: [kyleighhearn@homesatmv.com](mailto:kyleighhearn@homesatmv.com)

Gmail - MV Homeowner Benefit Program

Direct All Mail Correspondence to:  
219 Dixie Blvd, Delray Beach, Florida, 33444

Website | Brokerage Teams



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**2 attachments**

 **TX CRM HBA (Blank).pdf**  
393K

 **IABS-signed.pdf**  
549K



Erik Salaiz <salaiz.ep@gmail.com>

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## MV Realty's Agreement

1 message

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Jeannie Sampson <jeanniesampson@homesatmv.com>

Fri, Jul 29, 2022 at 11:02 AM

To: "salaiz.ep@gmail.com" <salaiz.ep@gmail.com>

Hi,

I have attached the Home Owners Benefit agreement with MV Realty. If you have any questions, please feel free to reach out to me anytime.

Thank you,  
Jeannie Sampson  
832-952-6115  
jeanniesampson@homesatmv.com

**Jeannie Sampson**

**Real Estate Agent**



**MV Realty of Texas, LLC**

Office: (561) 513-5200 | Mobile: (832) 952-6115

Email: jeanniesampson@homesatmv.com

Direct All Mail Correspondence to:  
219 Dixie Blvd, Delray Beach, Florida, 33444

Website | Brokerage Teams



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 **Texas Home Owner Benefit Agreement.pdf**  
393K



Erik Salaiz &lt;salaiz.ep@gmail.com&gt;

**DNC**

2 messages

**Erik Salaiz** <salaiz.ep@gmail.com>  
To: amanda@mvrealtyfl.com

Tue, Oct 25, 2022 at 6:23 PM

Please send me a copy of your company's internal Do-Not-Call policy.

**Amanda Zachman** <amanda@homesatmv.com>  
To: Erik Salaiz <salaiz.ep@gmail.com>, "amanda@mvrealtyfl.com" <amanda@mvrealtyfl.com>

Wed, Oct 26, 2022 at 8:24 AM

—

Amanda Zachman

Chief Sales Officer, Founder, Executive Broker



M V R E A L T Y

Office: (561) 819-2100 |

Email: Amanda@homesatmv.com

Website | Brokerage Teams



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**DoNotCall Public Policy.pdf**  
260K



## **“Do Not Call” Policy**

If you don't want to receive sales calls from MV Realty, you can ask us to place your telephone number on our "Do Not Call" list. In compliance with federal and state laws, we'll document your request immediately. Please allow up to 30 days for your telephone number to be removed from any sales programs that are currently underway.

- Your request can be in writing or by phone, and must include, at a minimum, your telephone number.
- If you have multiple telephone numbers, tell us all numbers that you want to be included.
- You'll remain on our "Do Not Call" list for five years, unless you ask to be removed.
- If your telephone number ever changes, you must give us your new information for your "do not call" status to remain in effect.

When we solicit prospective customers, we also honor "do not call" requests on behalf of consumers listed on the National Do Not Call Registry maintained by the Federal Trade Commission and various state-agency lists. Many state "Do Not Call" regulations permit companies to contact their own customers even though they are on these "Do Not Call" lists. Therefore, if you are a customer, you may be contacted by us even though you are on a state or the national "do not call" list. If you do not want to be contacted by MV Realty even though you are a customer, simply follow the steps above to be placed on the MV Realty "Do Not Call" list and your request will be honored.

Being on the MV Realty "Do Not Call" list means that you won't receive sales calls by anybody representing MV Realty. We may still contact you, however, for non-solicitation purposes. This would include things like surveys, billing and other service-related matters.

All employees that engage in outbound telephone solicitation are trained in this policy and are made aware of these procedures before they are allowed to place calls to consumers. Management reviews the policy with these employees on a regular basis. The methods and procedures in this “Do Not Call” policy are reviewed by MV Realty on a quarterly basis. If a consumer requests a copy of our “Do Not Call” policy, we will send a copy via U.S. mail or electronic mail. The “Do Not Call” policy is also posted on the MV Realty Website.

## COMPANY

### DO NOT CALL POLICY

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MV Realty respects the wishes of those customers and prospective customers who do not want to receive telephone solicitation calls from the MV Realty in their homes. It is the policy of the MV Realty not to make a telephone solicitation call to:

- i) any person who has requested that the MV Realty not make such calls to the person's residence; or
- ii) any person who has put his or her telephone number on a national or state Do Not Call registry, except as otherwise permitted by law.

A "telephone solicitation call" means any call that is made for the purpose of encouraging the purchase of products and services from MV Realty.

MV Realty maintains a list containing the telephone numbers and names (if provided) of those persons who have told the MV Realty that they do not want to receive telephone solicitation calls from MV Realty. Anyone may be placed on MV Realty's Do Not Call list by:

- i) sending a written request to MV Realty at: 219 Dixie Blvd, Delray Beach FL, 33444
- ii) e-mailing MV Realty at: [info@homesatmv.com](mailto:info@homesatmv.com) or [homes@homesatmv.com](mailto:homes@homesatmv.com)
- iii) calling the COMPANY at: 561-513-5200

The request must provide the 10-digit residential telephone number that is not to be called and the person's name, if desired.

Once a request has been made, MV Realty will add the telephone number and name (if provided) to the MV Realty's Do Not Call list within thirty (30) days. MV Realty will maintain the telephone number and name (if provided) on our Do Not Call list for five (5) years, unless a request is made by the person to have the number removed. If a person's telephone number changes, another request must be submitted to have the new number added to MV Realty's Do Not Call list.

MV Realty intends to comply with all federal and state Do Not Call laws. Any questions concerning MV Realty's Do Not Call Policy may be directed to:

David Manchester or Michael Bolek at [david@homesatmv.com](mailto:david@homesatmv.com) or [Mikeb@homesatmv.com](mailto:Mikeb@homesatmv.com)